

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 09-14-66333

HUD# 07-14-0682-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENT

BRUCE R. LUCAS [TRUSTEE]

1600 105th Street

Sioux City, Iowa 51108-8041

COMPLAINANT

KENNETH HAWKINS

c/o City of Sioux City Human Rights Department

405 6th Street, Room 410

P.O. Box 447

Sioux City, Iowa 51102

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondent enforced the rules against him and ignored the same lease violations by other tenants without disabilities. Respondent denies having discriminated against Complainant, but agrees to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. Respondent manages the subject property, a 20-unit rental property, located at 1103 Nebraska Street Apt. 14 Sioux City, Iowa 51105-1438.

A complaint having been filed by Complainant against Respondent with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondent agrees there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondent acknowledges that the Federal Fair Housing Act makes it unlawful to discriminate against any person because of the person's race, color, religion, sex, disability, familial status, or national origin in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation. 42 U.S.C. §§ 3604(b) and (f).

Respondent also acknowledges that the Iowa Civil Rights Act makes it unlawful to discriminate against any person because of the person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin,

disability, or familial status of such person in the terms, conditions, or

privileges of the sale, rental, lease assignment, or sublease of any real property

or housing accommodation or any part, portion, or interest in the real property

or housing accommodation or in the provision of services or facilities in

connection with the real property or housing accommodation. Iowa Code §

216.8(1)(b).

#### Voluntary and Full Settlement

3. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

4. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in his complaint are not fully meritorious.

5. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

## Disclosure

6. Because, pursuant to Iowa Code §216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

## Release

7. Complainant hereby waives, releases, and covenants not to sue Respondent with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondent of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

## Fair Housing Posters

8. Within thirty (30) days of the execution of this Settlement Agreement, Respondent agrees to place the federal Fair Housing Poster (English and Spanish) in each property management office and rental property, in a conspicuous location, easily viewable to tenants and prospective tenants. The Fair Housing Posters can be obtained online at:

[http://portal.hud.gov/hudportal/documents/huddoc?id=Fair\\_Housing\\_Poster\\_Eng.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=Fair_Housing_Poster_Eng.pdf)

[http://portal.hud.gov/hudportal/documents/huddoc?id=Fair\\_Housing\\_Poster\\_Sp.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=Fair_Housing_Poster_Sp.pdf) Respondent also agrees to send documentation to the Commission, verifying the fair housing posters have been posted, within ten (10) days of displaying the posters.

## Relief for Complainant

9. Respondent agrees to pay Complainant the sum of Three Hundred Dollars (\$300.00), less no deductions. Respondent agrees to send or deliver the check to Complainant at the City of Sioux City Human Rights Department (405 6th Street, Room 410 P.O. Box 447 Sioux City, Iowa 51102) within seven (7) days of the Commission's receipt of agreements signed by Complainant and Respondent. Respondent also agrees to send a copy of the check to the Commission, to the attention of Don Grove, Supervisor of Housing Investigations, within seven (7) days of the Commission's receipt of agreements signed by Complainant and Respondent.

10. Respondent agrees to waive the One Hundred and Seventy-Eight Dollars (\$178.00) that Complainant has been assessed for damages to the subject unit. Respondent agrees that he will not pursue recovery of the \$178.00 owed in small claims court or in any other process or proceeding. Respondent also agrees to send documentation to the Commission, to the attention of Don Grove, Supervisor of Housing Investigations, in the form of a letter addressed to Complainant, confirming that he has waived the \$178.00 that Complainant has been assessed for damages to the subject unit.

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Bruce R. Lucas, RESPONDENT

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Date

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Kenneth Hawkins, COMPLAINANT

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Date

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Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION